

1885-024  
Lee Co.

Chancery Causes: William J. Hill vs. Carlo B. Gray &c

Talbert, Weddle

CA-Debt  
T-Property



To the Hon, John A. Kelly Judge of the Circuit Court  
of Lee County, Virginia:

Humbly complaining your Orator William  
J. Hill would respectfully show unto your Honor that one  
Charles B. Gray is justly indebted to him in the sum of  
\$62.50 with legal interest thereon from the 25<sup>th</sup> day of Sept.  
1883 till paid, subject to a credit of \$1.50 paid as of the date  
of the writing showing this demand. To show which your <sup>Orator</sup>  
states that said Charles B. Gray on the 24<sup>th</sup> day of Sept., 1883  
executed and delivered to your Orator his <sup>under seal</sup> bond, dated as  
aforesaid, and hereunto filed as a part of this bill marked (A), by  
which said Gray undertook promised and agreed to pay  
your Orator one day after date said sum of "Sixty two &  
fifty cents" meaning and intending thereby Sixty two dollars and  
fifty cents to be paid in property at its fair ~~value~~ value it  
being a part of payments on land (meaning thereby a part of the  
purchase money on land) Your Orator states that subject to the  
credit aforesaid, said bond is now wholly due and unpaid to him  
and is due and owing by said C. B. Gray no part thereof ever having  
been paid by him Your Orator states that soon after said bond  
was executed as aforesaid, he demanded of said Gray the property  
according to the terms of the contract, but said Gray neglected refused  
and failed to deliver said property to your Orator as he had  
bound himself to do. and by this his failure he forfeited his right  
to discharge said bond with property at its fair value and the  
same thereby became a money demand. Your Orator ~~does~~  
states that on said 24<sup>th</sup> day of Sept 1883 he sold to said Charles  
B. Gray a certain tract of land lying and being in said County  
of Lee, and particularly described in a deed hereafter made and



exhibit with this bill, supposed to contain 50 acres more or less for the price of \$300.00 all of which was at the time, and soon afterward paid to your Orator by said Gray except the sum of \$62.50 and for this balance said land was executed by said Gray to your Orator. Your Orator states that at the time of this transaction he executed and delivered to said Gray his title bond, by which he bound himself to make said Gray a good and sufficient title to the land so sold him when the purchase price thereof should be fully paid, and your Orator has at all times since been ready and willing to comply with his part of the said contract when said purchase money shall be fully paid.

Your Orator states that while matters stood as just stated, the said C. B. Gray contacted and sold about Nov. 1883 said tract of land to one George H. Talbert, and transferred and assigned to the latter your Orator's said title bond, where said Talbert paid to said Gray all of the purchase price of said land except the sum of about \$118.00 and for this said Talbert executed his bond to said Gray as your Orator is informed and believes, at the time of this purchase by Talbert from Gray the former well knew the fact that there was a purchase money due your Orator from Gray of \$62.50 and that the title to said land was in your Orator.

About the month of January 1884 Your Orator and his wife made and executed a deed and acknowledged the same ready for record, by which they conveyed to said Talbert said tract of land, and your Orator has heretofore offered to deliver the same to said Talbert upon condition he would pay the purchase money due him, but he declines and refuses to pay the said purchase money, and your Orator now files herewith said Deed marked (B) as an escrow to be delivered to said Talbert when the balance of said purchase money shall be paid to your Orator.



Your orator further states that some of the said Gray sold said land to said Talbert -  
said Gray went south with a drove of horses and from there to some one of the  
western states and is now a resident of the state of Virginia.

At the time said deed was so executed and acknowledged, by your  
orator and his wife and ready to be delivered, the said Talbert was  
present and knew all about it. Yet notwithstanding his knowledge  
of this fact, on or about the first of July 1884 the said George H. Talbert  
contracted bargained and sold said tract of land to one Andrew Weddle  
and assigned and transferred to the latter your orator's said title bond.  
The said Weddle at the time of this purchase well knew the fact that  
your orator held a purchase money lien on said land, and he took  
the said land subject thereto. \*

Your orator is advised that said sum of \$62.50 with interest as afo-  
said, subject to the credit of said, is a valid and subsisting lien  
on said tract of land either in the hands of said Gray, Talbert or  
Weddle and that it is such a lien as that a court of equity will  
enforce the payment thereof by a sale of the same and to attain that  
end is the object of this suit.

The premises considered your orator prays that said Charles B. Gray  
George H. Talbert, and Andrew Weddle be made defendants to this bill  
and required to answer the same fully on oath. That an order of publi-  
cation be entered posted and published against said Charles B. Gray &  
upon a final hearing of the cause a decree be rendered in favor of your  
orator against said Gray for \$62.50 with legal interest thereon from Sep 25 1883  
till paid and the cost, subject to a credit of \$1.50 paid Sep 25 1883. That said  
land be decreed to be sold to pay the same. And if your orator is in  
any wise mistaken in this his special prayer then he prays for all  
general relief. May the commonwealth writ of *habeas corpus* directed to.

Henry J. Morgan for Plaintiff



Le- 5.84  
 A 15.00  
 S 1.00  
 P. 5.00  
 \$26.84

William J. Hill *W. J. M.*

vs. } Orig. Bill in ldy.

Charles B. Gray & others.

1884 Sept. Bill filed O.P.

" Octo. 3rd Exd on home  
 rights to D. Musto them &  
 caused for O. Publication

" Wm. D. N. and O. Pub  
 completed & cause set  
 for hearing.

1885 Mr. Deere final



One day after date I promise to  
pay William J Hill Sixty two and  
fifty cents to be paid in property at  
its fair value it - being a part of  
payment on land as witness my  
hand and Seal this Sept-24<sup>th</sup>  
1883

T. B. Gray Seal

Attest James J. [unclear]  
credit one dollar and fifty cents

(A)

Wm. J. Hill

vs.

Charles B. Gray & al.

Plff

Defts

} In Chy

Upon calling this cause it was announced by the plaintiffs counsel that the matter of this suit had been settled between the parties in the manner shown by a written statement of said counsel filed in the cause marked (AB) It is therefore ordered that the parties be hence dismissed & the cause stricken from the docket.



Wm. J. Hill

or. { Decennial

C. B. Gray & Co.  
March Term 1885  
Entd. Mr. 26/1885  
J. A. Stetson & Co.

Enter this

J. A. Stetson

March 26/85



January 11<sup>th</sup> 1885

Mr. Henry J. Morgan Sir,  
This is to certify that William J.  
Hill and Andrew Weddle have  
settled a difficulty or suit in  
regard to a piece or tract of land  
known as a portion of the John  
Chance tract

William H. Speck N. P.



to Mr.

Henry J Morgan  
Jonesville, Va.



Wm J. Hill

vs.

Carlo B. Gray & al

Peff

Defts

} In Chy

The deft. Andrew Haddell the present owner of the land in the bill mentioned, and the present holder of the plaintiffs title bond referred to in the bill, has fully paid the said Peff. the balance due him on said land and all the costs of this suit, And the said Peff having withdrawn from the files of this suit the deed therein filed as an escrow and destroyed the same and conveyed to said Haddell the tract of land, which is the subject of this suit. The matters of this suit are therefore settled, & the cause may be stricken from the docket.

Henry J. Morgan atto  
for the Peff.

Jan 17 - 1885.



Wm J. Hill

27. { statement of counsel

Charles B. Gray & Co.

(AB)



Virginia

In the the Clerk's Office of the  
Circuit Court of Lee County  
during vacation on the 8<sup>th</sup> day of September 1883

William J. Hill

Plff

In Chancery

vs  
Carlo B. Gray & others Defts

The object of this suit is to recover  
against the defendant Carlo B. Gray the  
the sum of \$62.50 with legal interest  
from the 28<sup>th</sup> day of September 1883 until  
subject to a credit of \$1.50, as of September 24<sup>th</sup> 1883.  
paid & the costs of this suit, and to subject  
to the payment thereof, the lands in  
the Bill and proceedings mentioned  
now in the possession of the defendant  
Andrew Meddlo; and it appearing  
from an affidavit filed in this cause  
that the defendant Carlo B. Gray  
is a non resident of this State. -  
It is therefore ordered that he  
appear here within one month  
after due publication of this order  
and do what may be necessary to  
protect his interest in this suit.

A Copy - Leste

J. A. Hyatt C. C.

D. J. Morgan P. Q.



William J. Hill  
Order Pub.  
vs

Carlo B. Gray et al

I certify that I delivered  
to Lee Co. Sum, an office  
copy of this order for  
Publication on the  
8 Sept 1884, and  
posted a like copy  
on the front door of  
Lee C. Ct. at the Sept  
Term of the County  
Court. J. A. Hyatt  
cc

Oct 17/884



William J. Hill  
vs.

Peff

Carlo B. Gray George H. Talbot  
and Andrew Meddle

Defts

In Chy.

I do solemnly swear that Carlo B. Gray,  
a deft in the above styled suit is not a resident  
- of the state of Virginia as I verily believe  
so help me God.

William J. Hill

Sworn to before me this

3rd day of Sept 1884.

H. J. Morgan Const.

Wm. J. Hill

vs. { Aff. for O. Pub.

Carlo B. Gray sub



# The Commonwealth of Virginia,

To the Sheriff of Lee County--Greeting:

WE COMMAND YOU to summon

*Carlo B. Gray*  
*George H. Talbert and Andrew Hedde*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in  
*October* next, being Rule Day, to answer a Bill in Chancery exhibited in our Court against  
*them*, by *William J. Wells*

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said Court, at the Court House,  
this *6<sup>th</sup>* day of *September*, 188*4*, in the 10 *9* year of the Commonwealth.

A Copy---Teste:

*J. A. G. Hyatt*, Clerk.

H. J. M.

William J. Hill  
vs  $\frac{3}{3}$  Spa in Chay  
Carlo B. Srayetal

To October Rules 1884

Executed by delivering  
an office copy of this  
Spa in Chay to Andrew  
Weddle & George H.  
Talbert, October 4 1884

J. H. Ewing D. S.  
for R. E. Flanagan D. C.



# Publisher's Certificate.

I, A. M. Goins, JONESVILLE, VA., Oct 3<sup>rd</sup>, 1884, Publisher of the LEE COUNTY SUN, a weekly newspaper published at Jonesville, Lee County, Virginia, do certify that the annexed Chancery Order was published four successive weeks in said newspaper, publication ending Oct 3<sup>rd</sup>, 1884.

A. M. Goins, Publisher.

VIRGINIA.—During Vacation in the Circuit Court Clerk's office of Lee County, on the 8th day of September 1884.

William J. Hill, Plaintiff, vs. Carlo B. Gray and others, Defendants.—In Chancery.

The object of this suit is to recover against the defendant, Carlo B. Gray, the sum of \$62.50, with legal interest thereon from the 25th day of September, 1883, till paid, subject to a credit of of \$1.50 as of September 24, 1883, and to subject to the payment thereof the lands in the Bill and proceedings mentioned, now in the possession of the defendant Andrew Weddle. And it appearing from an affidavit filed in this cause in this cause that the defendant, Carlo B. Gray, is a non-resident of this State: it is therefore ordered that he appear here within one month after due publication of this order to do what may be necessary to protect his interest in this suit.

A copy—test: J. A. G. HYATT, C. C.  
H. J. MORGAN, p. q.

Pub. fee \$ 5.00

William F. Oti

vs  $\frac{1}{3}$  Int. certif

Carlo B. Gray

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Pulsh. fee \$5.00